



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 04-26-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0506 2947 MIS2400000003 1	Procurement Folder:	1380202
Document Name:	ELECTRONIC DISEASE SURVEILLANCE SYSTEM	Reason for Modification:	
Document Description:	ELECTRONIC DISEASE SURVEILLANCE SYSTEM HOSTING/ MAINTENANCE		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:		Effective Start Date:	2024-07-16
Free on Board:		Effective End Date:	2025-07-15

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000014134	Requestor Name:	Heather M White
INDUCTIVEHEALTH INFORMATICS LLC		Requestor Phone:	(304) 352-3926
2870 Peachtree Rd NW #915-3304		Requestor Email:	heather.m.white@wvago.gov
Atlanta	GA 30305		
US			
Vendor Contact Phone:	7143901465	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

24
 FILE LOCATION _____

INVOICE TO	SHIP TO
BUYER - 304-957-0209	BUYER - 304-957-0209
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
MANAGEMENT INFORMATION SERVICE	MANAGEMENT INFORMATION SERVICE
ONE DAVIS SQUARE, RM 211	321 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

4-26-24-6C

Total Order Amount: _____ Open End

Purchasing Division's File Copy

CA 4/26/24

PURCHASING DIVISION AUTHORIZATION
 SIGNED BY: *[Signature]*
 DATE: 4/26/24
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *[Signature]*
 ELECTRONIC SIGNATURE ON FILE

5/2/2024

ENCUMBRANCE CERTIFICATION
 DATE: *[Signature]* 5-2-24
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, INDUCTIVEHEALTH INFORMATICS LLC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF SHARED ADMINISTRATION (OSA), AND THE WEST VIRGINIA DEPARTMENT OF HEALTH'S OFFICE OF EPIDEMIOLOGY AND PREVENTION SERVICES (OEPS), INTO AN OPEN-END CONTRACT FOR HOSTING AND MAINTAINING THE STATE OF WEST VIRGINIA'S DISEASE SURVEILLANCE SYSTEM (WVEDSS) PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, AND THE VENDOR'S BID DATED 03/27/2024, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81162000			MO	21550.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: SaaS Integrated Disease Surveillance NBS

Extended Description:

Line 12 on pricing page
Initial Year
Software-as-a-service (SaaS)
Section 1- Hosting, Operations and Maintenance.
Fixed Fees (Monthly)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81162000			MO	11575.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: eCR Operations & Maintenance

Extended Description:

Line 13 of Pricing Page
Initial Year
eCR Operations & Maintenance
Section 1- Hosting, operations and Maintenance
Fixed Fees (Monthly)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81162000			MO	9750.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ELR Integration and Operations

Extended Description:

Line 14 of Pricing Page
Initial Year
eCR Integration and Operations
Section1- Hosting, operations and maintenance
Fixed Fees (Monthly)

Commodity Code	Manufacturer	Model No	Unit	Unit Price
81162000			HOUR	195.000000
Service From	Service To	Service Contract Amount		
		0.00		

Commodity Line Description: Project Lead- Data Migration and Support (NBS/WVEDSS)

Extended Description:

Line 18 of Pricing Page

Initial Year

Section 1- Support-

Project Lead- Data Migration and Support (NBS/WVEDSS)

Fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 of pricing page.

Fixed Fees (Monthly)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81162000			HOUR	195.000000
Service From	Service To	Service Contract Amount			
		0.00			

Commodity Line Description: Project Lead- Electronic Case Reporting

Extended Description:

Line 19 of Pricing Page

Initial Year

Section 1- Support

Project Lead- Electronic Case Reporting

Fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 in pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81162000			HOUR	195.000000
Service From	Service To	Service Contract Amount			
		0.00			

Commodity Line Description: Data Integration Developer -- Electronic Case Reporting

Extended Description:

Line 20 of Pricing Page

Initial Year

Section 1- Support

Data Integration Developer- Electronic Case Reporting Fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 on pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81162000			HOUR	140.000000
Service From	Service To	Service Contract Amount			
		0.00			

Commodity Line Description: Systems Analyst- Electronic Case Reporting

Extended Description:

Line 21 of Pricing Page

Initial Year

Section 1- Support

Systems Analyst- Electronic Case Reporting

Fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 on pricing page.

Commodity Code	Manufacturer	Model No	Unit	Unit Price
81162000			HOUR	195.000000
Service From	Service To	Service Contract Amount		
		0.00		

Commodity Line Description: Data Integration Developer- Electronic Laboratory Reporting

Extended Description:

Line 22 of Pricing Page

Initial Year

Section 1- Support

Data Integration Developer- Electronic Laboratory Reporting

Fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 on pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81162000			UNIT	250.000000
Service From	Service To	Service Contract Amount			
		0.00			

Commodity Line Description: User Accounts

Extended Description:

Line 33 of Pricing Page

Initial Year

Section 1- Support

User Accounts

Per Unit Fees (Based on actual usage measured at the end of each month)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	81162000			UNIT	3000.000000
Service From	Service To	Service Contract Amount			
		0.00			

Commodity Line Description: Reporting Facility Data Processing

Extended Description:

Line 34 of Pricing Page

Initial Year

Section 1- Support

Reporting Facility Data Processing

Per Unit Fees (Based on actual usage measured at the end of each month)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	81162000			HOUR	195.000000
Service From	Service To	Service Contract Amount			
		0.00			

Commodity Line Description: Project Lead -- Data Migration and Support (NBS/WVEDSS)

Extended Description:

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Initial Year

Section 2- T&M Support

Project Lead- Data Migration and Support (NBS/WVEDSS)

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month (960 hours for 12 months) to the necessary categories.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	81162000			HOUR	195.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Project Lead -Electronic Case Reporting

Extended Description:

Line 48 of Pricing Page

Initial Year

Section 2- T&M Support

Project Lead- Electronic Case Reporting

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	81162000			HOUR	195.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Data Integration Developer- Electronic Case Reporting

Extended Description:

Line 49 of Pricing Page

Initial Year

Section 2- T&M Support

Data Integration Developer- Electronic Case Reporting

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	81162000			HOUR	140.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: System Analyst- Electronic Case Reporting

Extended Description:

Line 50 of Pricing Page

Initial Year

Section 2- T&M Support

Systems Analyst- Electronic Case Reporting

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	81162000			HOUR	195.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Data Integration Developer- Electronic Laboratory Reporting

Extended Description:

Line 51 of Pricing Page

Initial Year

Section 2- T&M Support

Data Intergration Developer- Electronic Laboratory Reporting

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	81162000			HOUR	140.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Onboarding Coordinator - Electronic Case Reporting Electroni

Extended Description:

Line 52 of Pricing Page

Initial Year

Section 2- T&M Support

Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	81162000			HOUR	2850.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Project Lead- Data Migration and Support (NBS/WVEDSS)

Extended Description:

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Initial Year

Section 3- Emergency Assistance

Project Lead- Data Migration and Support (NBS/WVEDSS)

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract. If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance, " the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded. Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	81162000			HOUR	2850.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Project Lead- Electronic Case Reporting

Extended Description:

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Initial Year

Section 3- Emergency Assistance

Project Lead- Electronic Case Reporting

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract. If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance, " the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded. Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	81162000			HOUR	2850.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Data Integration Developer- Electronic Case Reporting

Extended Description:

Line 72 of Pricing Page

Initial Year

Section 3- Emergency Assistance

Data Integration Developer- Electronic Case Reporting

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract. If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance, " the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded. Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	81162000			HOUR	2100.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Systems Analyst- Electronic Case Reporting

Extended Description:

Line 73 of Pricing Page

Initial Year

Section 3- Emergency Assistance

Systems Analyst- Electronic Case Reporting

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract. If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance, " the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded. Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	81162000			HOUR	2850.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Data Integration Developer- Electronic Laboratory Reporting

Extended Description:

Line 74 of Pricing Page

Initial Year

Section 3- Emergency Assistance

Data Integration Developer- Electronic Laboratory Reporting

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract. If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance, " the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded.

Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	81162000			HOUR	2100.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Onboarding Coordinator - Electronic Case Reporting Electroni

Extended Description:

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Initial Year

Section 3- Emergency Assistance

Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract. If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance, " the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded. Decisions to request and to terminate Emergency Assistance rest solely with the State of WV.

Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) James Maglione, Director of Contracts

(Address) 2870 Peachtree Road NW #915-3304, Atlanta, GA, 30305

(Phone Number) / (Fax Number) 714-390-1465

(email address) contracts@inductivehealth.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

InductiveHealth Informatics, LLC

(Company) 

(Signature of Authorized Representative)
James Maglione, Director of Contracts

(Printed Name and Title of Authorized Representative) (Date)
714-390-1465

(Phone Number) (Fax Number)
contracts@inductivehealth.com

(Email Address)

Electronic Disease Surveillance System Hosting and Maintenance

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Division of Purchasing is soliciting bids on behalf of the Office of Shared Administration (OSA) and the West Virginia Department of Health's Office of Epidemiology and Prevention Services (OEPS) for an open-end contract for a vendor to host and maintain the State of West Virginia's Disease Surveillance System (WVEDSS) which is a hosted instance of the National Electronic Disease Surveillance System (NEDSS) Base System (NBS). The State seeks a vendor that can provide hosting and support during routine operations and that can rapidly scale to provide enhanced levels of support in the event of a pandemic, loss of key State staff, or other unforeseen circumstances. Duties involved in hosting the NBS may include any of the duties described in detail in Section 4.

1.1 Background and Current Operating Environment: The following sections supply information necessary to understand the environment in which the vendor will be expected to operate.

1.1.1 West Virginia Office of Shared Administration provides services including Management Information Services (MIS) to three State Departments; The Department of Health, The Department of Human Services, and the Department of Health Facilities, which were a single entity known as the WV Department of Health and Human Resources until December 31, 2023.

1.1.2 The Office of Epidemiology and Prevention Services (OEPS) is housed in the Bureau for Public Health, within the Department of Health. OEPS is the office that conducts disease surveillance in the State of WV including investigation, analysis, education, and prevention services. Five divisions within OEPS may interact with the NBS. Those divisions include the Division of Epidemiologic Evaluation, Division of Cancer Epidemiology, Division of STD and HIV, Division of Tuberculosis Elimination, and the Division of Infectious Disease Epidemiology.

1.1.3 The NBS is used as an infectious disease surveillance solution that includes state and national reportable diseases including human immunodeficiency virus (HIV) and sexually transmitted diseases (STDs). The functionality includes case investigation, electronic laboratory reporting (ELR) processing, electronic case reporting (eCR), CDC reporting, end-user data reports, HIV partner services, and STD contact tracing.

1.1.4 The NBS is integrated with the West Virginia Statewide Immunization Information System, the Rhapsody integration engine, a geographical information system (GIS) web service, a legacy surveillance system, a Bridge database (operated by Management Information Services within the Office of Shared Administration) and the West Virginia Health Information Network (WVHIN).

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1.1.5 The NBS is currently vendor hosted and maintained. The current hosting environment includes:

	vCPU Cores	RAM	Allocated Disk (GB)
Test NBS App	4	16	225
Prod NBS Web	16	48	2005
Prod Rhapsody	16	16	250
Prod ELR Import	16	32	250
Test NBS Web	6	32	2000
TOTALS	58	144	4730

1.1.6 The current vendor supports the State's requirements with the following technical positions each providing up to 1880 hours of support annually:

- Project Lead – Data Migration and Support
- Project Lead – Electronic Case Reporting (eCR)
- Data Integration Developer – Electronic Case Reporting (eCR)
- Systems Analyst – Electronic Case Reporting
- Onboarding Coordinator – Electronic Case Reporting (eCR)
- Data Integration Developer – Electronic Laboratory Reporting

1.1.7 In the contract resulting from this procurement, the State will pay a firm, fixed price for 960 hours of support per support category for the following technical positions in equal monthly installments for support during steady state operations.

- Project Lead – Data Migration and Support
- Project Lead – Electronic Case Reporting (eCR)
- Data Integration Developer – Electronic Case Reporting (eCR)
- Systems Analyst – Electronic Case Reporting
- Data Integration Developer – Electronic Laboratory Reporting

1.1.8 Because the CDC encourages eCR onboarding to be handled primarily through APHL and the State's State or Regional Health Information Network. The State feels that eCR Onboarding duties can be absorbed by the eCR Data Integration Developer and/or the eCR Project Lead during steady state operations.

1.1.9 Additional services, if needed, will be requested through a Statement of Work (SOW) process, and paid for on a Time and Material basis.

1.1.10 Required hours have been reduced from the prior contract because the State expects to conduct the following activities primarily with State staff:

Electronic Disease Surveillance System Hosting and Maintenance

- 1.1.10.1 On-going data quality assessment of NBS data including identification of orphaned records, workflow queue challenges, quality, and completeness of received ELR, and reconciliation of data contained in the relational database during steady state operations.
- 1.1.10.2 Onboarding activities include outreach to newly identified trading partners or established partners wishing to begin reporting other reportable conditions, track the status of each clinical data source, and hand the training partner off to the vendor for provisioning and supporting secure SFTP endpoints.
- 1.1.10.3 Due to uncertainties in the public health environment and State staffing, some or all of these duties could be shifted to the vendor under the Statement of Work process discussed in Section 4.2 through 4.3 (inclusive).
- 1.1.10.4 Recognizing the potential for a government declared, public health emergency, this contract will also include a mechanism for rapid access to the vendor's work force to provide assistance in meeting any new requirements for public health disease surveillance and reporting. The emergency assistance would be for a period of time that would be adequate to scope requirements and initiate a Statement of Work to address the emergency on an ongoing basis.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment1 - "Federal Funds Addendum"

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **"Contract Services"** means the services necessary to host and maintain the State of West Virginia's Disease Surveillance System (WVEDSS) as more fully described in these specifications.

2.2 **"Pricing Page"** means the pages contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 **"APHL"** means Association of Public Health Laboratories.

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- 2.5 **“BPH”** means the Bureau for Public Health.
- 2.6 **“CDC”** means Centers for Disease Control and Prevention.
- 2.7 **“Compliant”** means adherence to all local, state, and federal jurisdictions that govern operations.
- 2.8 **“DCIPHER”** means Cloud-based data integration and management platform for use across CDC.
- 2.9 **“DHHR”** means any reference to the former WV Department of Health and Human Resources.
- 2.10 **“DO”** means Delivery Order-may be referred to as “ADO” or “CDO”.
- 2.11 **“Downtime”** means the time during which any component(s) of the solution is not functioning or available for any reason. Production downtime is the time during which the solution is not available for its intended use in production.
- 2.12 **“eCR”** means electronic Case Reporting.
- 2.13 **“ELR”** means Electronic Laboratory Reporting.
- 2.14 **“ETL”** means Extract, Transform and Load.
- 2.15 **“FISMA”** means the Federal Information Security Modernization Act.
- 2.16 **“FISMA-Moderate”** refers to FISMA Compliance Levels with Moderate being the second of the three levels. Moderate impact includes the loss of confidentiality, integrity or availability and is expected to have a high impact on the organization.
- 2.17 **“GIS”** means Geographical Information System.
- 2.18 **“HIPAA”** means the Health Insurance Portability and Accountability Act.
- 2.19 **“HIV”** means Human Immunodeficiency Virus.
- 2.20 **“HL7 or HL7 v2. X and v3.x”** means Health Level 7 International, version.
- 2.21 **“IV&V”** means Independent Verification and Validation.
- 2.22 **“MIS”** means Management Information Services

Electronic Disease Surveillance System Hosting and Maintenance

2.23 “NBS” means the NEDSS Base System.

2.24 “NEDSS” means the National Electronic Disease Surveillance System.

2.25 “NND” means National Notifiable Disease.

2.26 “Not Applicable” is when used in the context of the Procurement Library Source field and in the requirements tables contained in this appendix, Not Applicable indicates that the requirements were sourced directly from State subject matter experts during Joint Requirements Planning sessions or identified through some other means that did not allow the State to reference a specific source document.

2.27 “Notification” means a system-generated notice that is sent to a client or applicant either through mail or email to notify of any pending or potential actions to be taken on the case.

2.28 “ODS” Operational Data Store.

2.29 “OEPS” means the Office of Epidemiology and Prevention Services.

2.30 “OSA” means the Office of Shared Administration.

2.31 “RDB” means Relational Database.

2.32 “RFQ” means Request for Quotation.

2.33 “S3” means Simple Storage Service.

2.34 “S3 Bucket” means Public Cloud Storage containers for objects stored in simple storage service.

2.35 “Scheduled Downtime” means any period the solution, or any component(s) of the solution, is unavailable for its intended use. Scheduled downtime should be reviewed and approved by the State in advance of the service interruption. Scheduled downtime, that has received approval from the Department, does not count towards the uptime performance standards.

2.36 “SLA” means Service Level Agreement.

2.37 “SFTP” means Secure File Transfer Protocol.

2.38 “SaaS” means Software as a Service – the capability provided to the consumer to use the provider’s applications running on a cloud infrastructure. The applications are accessible

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from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2.39 “SOW” means Statement of Work.

2.40 “STDS” means Sexually Transmitted Diseases.

2.41 “System” means the West Virginia Electronic Disease Surveillance System (WVEDSS) which is West Virginia Department of Health’s implementation of the National Electronic Disease Surveillance System (NEDSS) Base System (NBS). When referred to in this RFQ, System includes the NBS and supporting subsystems.

2.42 “TA” means Technical Assistance.

2.43 “T&M” means Time and Materials.

2.44 “Uptime” Monthly uptime = 2,592,000 seconds total time - downtime in seconds.

2.45 “Unscheduled Downtime” means any period the solution, or any component(s) of the solution, is unavailable for its intended use wherein the Department has not approved the downtime in advance of the service interruption. Unscheduled downtime should be reported to the Department within one (1) hour of occurrence.

2.46 “Vendor” means the entity providing the services defined in this RFQ to the State. Synonyms: the contractor, service provider.

2.47 “VPN” means Virtual Private Network.

2.48 “WV Cloud - Saas Procurement Addendum” means Software as a Service (Cloud) addendum outlines the obligations of the service provider to protect the state’s data affected by the service. The addendum is required for any project in which state-owned data will be stored on or accessible by an application or cloud infrastructure that is owned, maintained, or managed by the service provider.

2.49 “WDS” means Workflow Decision Support.

2.50 “WV DoH” means the West Virginia Department of Health.

2.51 “WVEDSS” means the West Virginia Electronic Disease Surveillance System.

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2.52 “WVHIN” means West Virginia Health Information Network.

2.53 “WVOT” means the West Virginia Office of Technology.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. The Vendor must demonstrate experience within the last three (3) years as the prime contractor for at least three (3) federal, state, or local government entities where the National Electronic Disease Surveillance System, Base System (NBS) has been implemented, operated, and supported in compliance with all federal and state regulations. At least one of the implementations must have been a hosted Cloud, Software-as-a-service, deployment of the NBS. Documentation to demonstrate qualifications and experience should be provided with the bid response but must be provided upon request.

3.2. The Vendor must provide the following information for at least three (3) references from projects performed within the last three (3) years that demonstrate the Vendor’s ability to perform the scope of work described in the RFQ:

- Contact Name
- Contact Title
- Agency Represented
- Telephone Number
- Email Address

3.3 Vendor certifies that individuals meeting the qualifications and capable of performing the roles noted below are employed by the company and available to fill the roles. Unless otherwise noted, it is not the State’s expectation that these employees are dedicated 100% to this project but rather that they are available to perform the duties of the contract without undue delay as defined below.

3.3.1 Account Manager/Finance Manager: A minimum of three (3) years of demonstrated experience in managing accounts that are concerned primarily with provision of a disease surveillance platform and services to a Public Health Department or Agency in a U.S. state or territory.

3.3.1.1 An Account Manager shall be assigned to the project for the duration of the contract and shall be the single point of contact responsible for:

3.3.1.2 Contracting oversight from start-up through the life of the contract.

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3.3.1.3 Meeting with OSA staff or such other person as OSA may designate on an OSA-agreed-upon frequency to provide oral and written status reports and other information as required.

3.3.1.4 It is expected that the Account Manager will respond to OSA phone calls, emails, or text messages within 2 hours of receipt, when received between the hours of 9 a.m. and 5 p.m. EST, Monday through Friday, with the exception of Federal Holidays. Messages received outside of the hours above should be responded to no later than 10 a.m. the following business day.

3.3.1.5 The Account Manager may serve as the Finance Manager for the contract, or a Finance Manager may report directly to the Account Manager to ensure that there is a designated contact available for OSA's procurement staff to reach out to for required paperwork, invoice issues, administration of statements of work, and other contract issues. If the Finance Manager is not the Account Manager, he or she should respond to phone calls, emails, or text messages in the same manner required of the Account Manager.

3.3.1.6 Designated back-ups must be named for the Account Manager and Finance Manager to ensure coverage during business hours Monday through Friday with the exception of federal holidays for the life of the contract.

3.3.2 Project Manager: A certified project manager with a minimum of three (3) years of experience in project management of IT projects comparable in duration, scope, and complexity to the WVEDSS system must be assigned to the project.

3.3.2.1 The project manager will be the point of contact for the State's designated Contract Monitor and will answer questions related to contract deliverables and service level agreements (SLAs).

3.3.2.2 The Project Manager will be expected to respond to OSA phone calls, emails, or text messages within two (2) hours of receipt, when received between the hours of 9 a.m. and 5 p.m. EST, Monday through Friday. Messages received outside of the hours above should be responded to no later than 10 a.m. the following business day.

3.3.3 Technical Lead: A technical lead with a minimum of three (3) years' experience in delivering solutions equivalent to the WVEDSS solution must be assigned to the project.

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3.3.3.1 The technical lead will coordinate with Vendors Project Leads and with the State's technical team to resolve any technical issues related to the provision of services under this contract.

3.3.3.2 The technical lead will play a role in any negotiation of Statements of Work and provision of Emergency Assistance under the terms of the contract.

3.3.3.3 The Technical Lead will be expected to respond to OSA phone calls, emails, or text messages within two (2) hours of receipt, when received between the hours of 9 a.m. and 5 p.m. EST, Monday through Friday. Messages received outside of the hours above should be responded to no later than 10 a.m. the following business day.

3.3.4 Information Security Architect / Privacy Data Protection Officer: An Information Security Architect/Privacy Data Protection Officer with a minimum of three (3) years of experience working with Protected Health Information and other sensitive data will be assigned to the project and will sign off on any change to data transmission or storage methods utilized to provide services under the contract.

3.3.4.1 The information security architect/privacy data protection officer will integrate with the rest of the Vendor management team to ensure that any concerns or incidents related to security that emerge during implementation or operations are conveyed to OSA in a timely manner; Take the lead in developing solutions to any such issues; and be the Vendor single point of contact for supporting security audits.

3.3.4.2 Vendor requests to utilize the State's data for any purposes not covered by the contract must be submitted by the Information Security Architect and the Information Security Architect will be responsible for completion of the State's Data Use Agreement before any State data is used or shared.

3.3.4.3 The Information Security Architect/Privacy Data Protection Officer will be expected to respond to OSA phone calls, emails, or text messages within two (2) hours of receipt, when received between the hours of 9 a.m. and 5 p.m. EST, Monday through Friday. Messages received outside of the hours above should be responded to no later than 10 a.m. the following business day.

3.4 In addition to the administrative/contract support roles listed above, certain technical positions have been identified that are necessary for the Vendor to perform the Hosting, Operations, Maintenance, and Support functions required by the contract. Those roles are identified in Section 1.1 of this RFQ as well as on the Pricing Page.

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4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: This procurement is a Request for Quotation in which **ALL** requirements are mandatory, and the award is made to the responsive bidder with the lowest overall total price. Vendors are cautioned to read the requirements thoroughly, including requirements for formatting and submitting their responses. Even minor irregularities may result in disqualification of a vendor's bid.

4.1.1 Selected Vendor **SHALL** support WVEDSS during steady-state operations with up to 80 hours of monthly assistance from the following technical positions:

4.1.1.1 Project Lead - Data Migration and Support

4.1.1.2 Project Lead - Electronic Case Reporting (eCR)

4.1.1.3 Data Integration Developer - Electronic Case Reporting (eCR)

4.1.1.4 Systems Analyst - Electronic Case Reporting (eCR)

4.1.1.5 Data Integration Developer - Electronic Laboratory Reporting (ELR)

4.1.2 Selected Vendor **SHALL** support non-steady state operations, special projects, or government declared public health emergencies with the following technical positions providing hours of assistance determined during the Statement of Work process:

4.1.2.1 Project Lead - Data Migration and Support

4.1.2.2 Project Lead - Electronic Case Reporting (eCR)

4.1.2.3 Data Integration Developer - Electronic Case Reporting (eCR)

4.1.2.4 Systems Analyst - Electronic Case Reporting (eCR)

4.1.2.5 Onboarding Coordinator - Electronic Case Reporting (eCR)

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4.1.2.6 Data Integration Developer - Electronic Laboratory Reporting (ELR)

4.1.3 Vendor **SHALL** provide Agency with the Contract Items listed below on an open-end and continuing basis.

4.1.3.1 Selected vendor **MUST** prepare, migrate, test, and validate the State database to a new NBS instance within the timeframe outlined below:

The first Friday following contract execution, the current vendor, beginning at 6 p.m. EST, will export the State database to an S3 bucket.

4.1.3.1.1 6 a.m. EST, Saturday the selected vendor will be given access to the S3 bucket and will have 48 hours to download the databases into a new NBS instance in a Cloud environment that meets the requirements in this RFQ. At the vendor's request, the State will send sample transactions to the test environment on Sunday.

4.1.3.1.2 6 a.m. EST, Monday the system is to go live. Failure to achieve go-live by 6 a.m. EST on Tuesday may result in cancellation of the contract.

4.1.4 Selected Vendor, during steady state operations (no declared pandemic or state of emergency, sufficient levels of competent state staffing, no other unforeseen circumstances) **WILL** provide Software as a Service (SaaS) for NEDSS Base System (NBS) to include:

4.1.4.1 Provide the required system and supporting software to run NBS.

4.1.4.2 Provide Production and Test Environments for NBS application and supporting subsystems, utilizing computer hardware exceeding minimum specifications, hosted in a Tier 1 data center with multiple internet backbone links.

4.1.4.3 Provide off-site daily backups and target disaster recovery return-to-live for the agency in under four (4) hours.

4.1.4.3.1 Vendor certifies that State data will not be stored outside of the United States (including U.S. Territories),

4.1.4.3.2 Within 24 hours of recovery from a disaster, the vendor will provide a report to the Contract Monitor in the OSA. Report

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will explain the expected cause of the failure that required recovery (a full report that includes a root cause analysis must be provided within 30 days), the date and time of the failure, the date and time the system was restored and fully operational. The SLA for agency return-to-live is four (4) hours. If return-to-live is not achieved within four (4) hours the state may reduce the payment for Monthly Fixed Fees (including SaaS Integrated Disease Surveillance NBS, eCR Operations and Maintenance, and ELR Integration and Operations) on the next monthly invoice by the amounts in the table below.

Return-to-live	Fixed Fee Adjustment
4 to 6 Hours	Total Fixed Fees * (1/30) * .25
6 to 12 Hours	Total Fixed Fees * 1/30 * .50
12 to 24 Hours	Total Fixed Fees * 1/30
24 to 48 Hours	Total Fixed Fees * 2/30
48 to 72 Hours	Total Fixed Fees * 3/30

4.1.4.4 Provide system performance tuning to ensure responsive user interface, database reports, and ETL performance.

4.1.4.5 System support services including software upgrades, and hotfix and patch deployment.

4.1.4.6 Secure the system using FISMA-Moderate and HIPAA-compliant security controls, verified by an independent security scanning and auditing firm. This includes 256bit SSL connections, two-factor authentication for logging into the system, data encryption, and updated virus protection, among other security controls.

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4.1.4.7 Provide 24 X 7 X 365 infrastructure monitoring with Help Desk support available Monday – Friday 9:00 AM to 5:00 PM (client local time) including ability to submit service requests 24/7/365 via email and help desk portal. At the Monthly Status meeting provide a report detailing the status of the NBS infrastructure as well as help desk tickets resolved and pending.

4.1.4.8 Provide a Service Level Target of 99.5% uptime for the NBS and supporting subsystems.

4.1.4.8.1 Vendor to provide a monthly uptime report to the Contract Monitor in the OSA with the calculated uptime¹ for the most recently completed month of service. If uptime for any month falls below 99.5% the State may reduce payment for Monthly Fixed Fees (including SaaS Integrated Disease Surveillance NBS, eCR Operations and Maintenance, and ELR Integration and Operations) on the next monthly invoice by the amounts in the table below.

Monthly Uptime	Fixed Fee Adjustment
99.5% or higher	No adjustment
99% to 99.5%	Total Fixed Fees * 1/30 * .5
95% to 99%	Total Fixed Fees * 1/30 * 1.5
90% to 95%	Total Fixed Fees * 1/30 * 3

¹Monthly uptime = 2,592,000 seconds total time - downtime in seconds
Monthly uptime percentage = Monthly uptime/2,592,000

4.1.4.8.2 Scheduled Maintenance that occurs outside of normal business hours and for which the State has been notified at least one week in advance may be excluded from the downtime.

4.1.4.9 Provide proactive health monitoring and alerting of infrastructure and application faults and provide a report to the State at the Monthly Status meeting.

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- 4.1.4.10** Perform NBS application configuration. This includes software setup for NBS sub-systems and user account administration.
- 4.1.4.11** Provide up to 700 user accounts per month (average monthly usage for normal operations would be a maximum of 350 accounts, usage for during an emergency would be a maximum of 450, and pandemic usage would be a maximum of 700).
- 4.1.4.12** Provide training sessions delivered via web conferencing for end users and client instructors.
- 4.1.4.13** Manage the configuration management and release control process for NBS and supporting systems via a defined and agreed upon governance process.
- 4.1.4.14** Conduct on-going independent verification and validation (IV&V) vulnerability scanning of NBS to identify potential threats or exploits and provide a report at the Monthly Status Meeting.
- 4.1.4.15** Conduct on-going disaster recovery exercise at the virtual machine and database levels.
- 4.1.4.16** At scheduled monthly status meetings, provide a report covering system status as well as support tickets handled and/or pending.
- 4.1.4.17** Provide backend support (upgrades, outages, etc.) of Rhapsody. (Day-to-Day support and operations for Rhapsody will be a State responsibility during steady state operations.)
- 4.1.4.18** Provide OSA with a read only replica of the State data. The process for providing the read only replica should utilize a site-to-site VPN to automatically update the State's replica whenever the database changes.
- 4.1.4.19** Provide NND and DCIPHER case notification messaging and coordination with CDC to ensure successful case reporting.
- 4.1.4.20** Provide the State with up to five (5) ad hoc reports or data views per calendar year. Examples might be an ELR Flow Report, or an NBS Utilization Dashboard, etc. Additional reporting would be handled via a Statement of Work through the T&M Support procedure.

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4.1.5 Selected Vendor, during steady state operations (no declared pandemic or state of emergency, sufficient levels of competent state staffing, no other unforeseen circumstances) **WILL** provide Electronic Case Reporting Technical Assistance for NEDSS Base System (NBS) to include:

4.1.5.1 Provision and support setup of secure SFTP endpoints for clinical data sources.

4.1.5.2 As required, implement custom configurations within Rhapsody (data integration engine) to support eCR imports into the NBS. This may include:

4.1.5.2.1 Required vocabulary transformations.

4.1.5.2.2 Development Mapping files to convert messages to the required NBS import specification.

4.1.5.3 As required, provide Technical Assistance (TA) to clinical data sources who require additional assistance with extracting data from their source systems.

4.1.5.4 Configure NBS to automatically process eCRs into the NBS using Workflow Decision Support (WDS).

4.1.5.5 After clinical data sources are onboarded by APHL and/or WWHIN and their connections have been validated, and upon the request of the State, assist with validation of eCR messages in the NBS through the ODS and RDB databases.

4.1.6 Selected Vendor, during steady state operations (no declared state of emergency, sufficient levels of state staffing, no other unforeseen circumstances) **WILL** provide ongoing eCR Integration and Operations to include:

4.1.6.1 Provide ongoing eCR monitoring, issue resolution, and maintenance of feeds.

4.1.7 Selected Vendor, during steady state operations (no declared state of emergency, sufficient levels of state staffing, no other unforeseen circumstances) **WILL** provide ongoing ELR Integration and Operations support to include:

4.1.7.1 Provision and support setup of secure SFTP endpoints for clinical data sources.

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- 4.1.7.2** As required, provide Technical Assistance (TA) to clinical data sources who require additional assistance with extracting data from their source systems.
- 4.1.7.3** Configure NBS to automatically process ELRs into the NBS using Workflow Decision Support (WDS).
- 4.1.7.4** Test and validate onboarded ELRs in the NBS through the ODS and RDB databases.
- 4.1.7.5** Provide ongoing ELR monitoring, issue resolution, and maintenance of feeds.
- 4.1.7.6** Host and maintain electronic laboratory reporting (eLR) integrations and monthly operations which may include any or all of the following:
 - 4.1.7.6.1** Onboard or assist the State of WV to onboard facilities to report laboratory results electronically.
 - 4.1.7.6.2** Receive, transform, standardize, and consume messages into WVEDSS.
 - 4.1.7.6.3** Assist Electronic Medical Record (EMR) providers with required data extraction.
 - 4.1.7.6.4** Provide daily ELR Flow Reports or provide State staff with access to a dashboard reporting daily ELR Flow results.
- 4.1.7.7** Facilitate consuming of electronic case reporting (eCR) messages from the AIMS Hub into the WVEDSS which may include any or all of the following:
 - 4.1.7.7.1** Onboard or assist the State of WV to onboard facilities to report case records electronically.
 - 4.1.7.7.2** Host, operate and maintain a system to support eCR on a monthly basis.
 - 4.1.7.7.2** Interact with CDC and APHL to influence message mapping and methods of connection that are preferred by OEPS.
 - 4.1.7.7.3** Assist eCR vendors with data extraction

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4.1.7.8 Monitor upgrades, additions, and changes to the NBS and collaborate with the State of West Virginia to determine when or whether to implement such upgrades, additions, or changes.

4.2 In addition to the requirements listed above for steady state operations, the selected vendor **MAY** be required to meet the following requirements during non-steady state operations. Non-steady state operations may be triggered by emerging CDC requirements, a new Pandemic illness as declared by the CDC or another public health authority, a State or Federal declaration of a state of emergency related to a disease or condition, notification from the State Department of Health or the Office of Shared Administration that one or more key positions are currently vacant or that overall staffing levels have fallen to a point that is not sufficient to maintain operations at an acceptable level.

4.2.1 In the event that the State declares they are in non-steady state operations the State's Contract Manager will contact the vendor's Account Manager and Project Manager to schedule a meeting within three (3) business days where the vendor and the State will define the Scope of increased responsibility the vendor is to assume. When non-steady state operations are declared the State will issue a Statement of Work that includes the agreed upon Scope of the additional responsibilities, the specific vendor resources who will perform the responsibilities, and the not to exceed estimates of hours required to perform the responsibilities.

4.2.1.1 Vendor will provide an accounting of hours for support positions performing duties subsequent to a Statement of Work and will clearly identify the statement of work on invoices for those positions. The vendor will be paid for the actual hours expended up to the not to exceed estimate in the approved statement of work.

4.2.1.2 Duties the vendor may be expected to assume may include, but may not be limited to, support and maintenance of ELR feeds, onboarding clinical data sources for ELR and/or eCR, tracking and providing status of clinical data sources, validating HL7 messages, assist with training and onboarding of new State employee or contractor to oversee HL7 message validation and onboarding, provide eCR monitoring, issue resolution, and maintenance of feeds.

4.2.1.3 As required implement custom configurations within Rhapsody to support ELR imports into the NBS for COVID and all other reportable conditions for each onboarded facility. This may include:

4.2.1.3.1 Required vocabulary transformations.

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4.2.1.3.2 Development Mapping files to convert non-HL7 messages to the required NBS import specification.

4.2.1.4 Test and validate onboarded ELRs in the NBS through the ODS and RDB databases.

4.3 The vendor agrees to engage in good faith negotiations with the State to take on special projects that could improve the ELR and/or eCR Integration and Operations utilizing the Statement of Work process described above. Improvement projects could include, but would not be limited to, improving the integration of ELR or eCR data with data from other State data systems or other improvements desired by the State. As for non-steady state operations, the process for improvement projects would start with a meeting of Vendor and State staff to develop a scope document and not to exceed cost estimates. The Statement of Work and monthly accounting of resources used would follow the same procedures as for non-steady state operations.

4.4 **In the event that a Public Health Emergency is declared by the Federal or State Government, the vendor agrees to provide the State with up to ten (10) days of Emergency Assistance** to meet changing Public Health Surveillance and Reporting requirements imposed by government agencies. Emergency Assistance will be billed at a daily rate (the total of the daily rates for each named category of service). Emergency Assistance will be in effect for the shorter of ten (10) days, or the amount of time required to execute a delivery order for Time and Material Support, or until the Public Health Emergency is rescinded. Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declarations of a Public Health Emergency by State or Federal Offices does not automatically trigger this provision.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by following the instructions below for each section of the pages. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the

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approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

The Pricing Page has three (3) distinct sections, and each section must be completed for the bid to be considered responsive.

5.2.1 SECTION 1 includes items that are necessary for the Hosting, Operations, Maintenance and Support of the NBS and includes any Per Unit Fees that are based on actual usage measured at the end of each month.

5.2.1.1 Lines 12 through 14 are fixed monthly fees for hosting systems and subsystems required by the RFQ. The firm, fixed, monthly cost for each of the items should be entered into Column D, Per Unit Cost for each of the items. If a line item does not include a cost, the State will assume the costs associated with that line item are included in either of the other items. If you are using the electronic version of the pricing sheet, when you fill in Column D, the total cost for each line item as well as the grand total for the section should calculate.

5.2.1.2 Lines 18 through 22 are for personnel to support the hosting, operations, and maintenance of the NBS. The contract will include 960 hours/year for each of the categories below (and any additional categories added by the vendor). The total of this section will be paid to the winning bidder in equal monthly payments over the 12-month life of the contract.

5.2.1.3 Lines 33 and 34 reflect fees for contract support items such as user accounts and per facility data processing charges. Per unit charges for these items, if any, should be entered in the cost table. A zero or no entry in a cost table will be interpreted to mean that there is no charge for the item. If there are additional items that will be priced per unit (actual usage measured at the end of each month) the vendor may add them to the cost sheet with the appropriate cost in the PER UNIT COST column and the estimated monthly usage in the "UNIT" column. Be sure to extend the pricing based on the estimate to the TOTAL COST column.

5.2.1.4 Bidders are responsible for checking the accuracy of the calculated fields. If the fields are not calculating correctly,

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please delete the formulas, perform and enter your own calculations.

5.2.2 SECTION 2, T&M Support - This section will include the vendor's proposed hourly rates for categories of support that may be used in the Statement of Work process.

5.2.2.1 T&M Support may be utilized when/if the State declares that it is no longer in a steady state of operations (also referred to as "Surge Support" or when the State requests and the vendor agrees to provide additional services such as adding reporting categories, enhancing features, etc.

5.2.2.2 By replying to this RFQ, the vendor agrees to provide up to 80 hours of additional support per month in the necessary categories for T&M Support Requests identified as Surge Support.

5.2.2.3 Vendor must provide proposed hourly rates in Column D for each of the services identified in Column C, Rows 47 to 52.

5.2.3 SECTION 3, Emergency Assistance - Emergency Assistance applies to public health emergencies that are declared by the Federal or State governments and is intended to provide immediate assistance for a maximum of ten (10) days giving the State and Vendor time to scope the emergency requirements and develop a Statement of Work under T&M Support guidelines.

5.2.3.1 For Emergency Assistance the vendor shall enter in Column D, the hourly rates proposed for the categories listed in Column C, Rows 70 to 75.

5.2.3.2 For cost comparison only, the State will assume the maximum ten (10) days of support.

5.2.3.3 Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

5.2.4 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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5.2.4.1 Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5.2.4.2 Please make sure to completely fill all four (4) sheets (Initial Year and Renewals 1-3) for your bid to be considered. Failure to complete all sheets will result in disqualification of submitted bid. Vendor must upload/return the completed Exhibit A Pricing Page (Excel spreadsheet) with the bid or the bid will be disqualified.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay firm, fixed costs for Hosting, Operations, and Maintenance plus 80 hours of hourly support charges and any Per Unit fees based on actual usage (measured at the end of each month) on a monthly basis as shown in the Pricing Pages. Agency shall pay T&M Support Charges and Emergency Assistance Charges on a monthly basis when properly executed delivery orders have been issued. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7.1. Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

7.2. Invoices: Vendor **SHALL** submit monthly invoices at the close of each calendar month for Hosting, Operations, Maintenance and Support of the State of West Virginia's Disease Surveillance System (WVEDSS) as reflected in Section 1 of the Pricing Page. Time and Material Support based on a Delivery Order (as described in Section 2 of the Pricing Page) shall be invoiced on a separate invoice at the close of any month in which a delivery order was active. Invoices for Emergency Assistance (Section 3 of the Pricing Page) may be submitted upon completion of the Emergency Assistance period of performance.

7.2.1. The first monthly billing shall be prorated based on the contract award date.

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7.2.2. For any T&M Support (See RFQ Section 5.2.2) ordered on a Delivery Order (DO) by the Agency, the vendor MAY submit monthly invoices for any month in which a DO was active. Invoices will be for actual hours worked not to exceed the maximum number of hours authorized on the Delivery Order.

7.2.3. Invoices for the State of West Virginia's Disease Surveillance System (WVEDSS) and for any optional system modules ordered and authorized by the Agency will be reviewed by the Agency and paid in full if it is determined that all of the services, milestones, deliverables, and service level agreements for the month have been met. If the Agency determines that there are significant unmet milestones, deliverables or service levels for the month, the Agency will notify the vendor and may withhold payment in accordance with the specific requirements.

7.3 DELIVERY AND RETURN:

7.3.1 Delivery Time: Vendor shall deliver standard and emergency orders/services within the timelines as described in Section 5.2.3.

7.3.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3.2.1 Vendor shall refer to section 7.2.3 for penalties.

7.3.3. Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.3.4. Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of

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being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.3.5. Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay a replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Electronic Disease Surveillance System Hosting and Maintenance

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to the Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

11.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

Electronic Disease Surveillance System Hosting and Maintenance

11.3.1 Vendor shall refer to RFQ specifications for reporting requirement timelines.

11.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

During its performance of this Contract, Vendor shall assign an Account Manager to the project for the duration of the contract. The Account Manager shall be the single point of contact responsible for:

- Contracting oversight from start-up through the life of the contract.
- Meeting with OSA staff or such other person as OSA may designate on an OSA-agreed-upon frequency to provide oral and written status reports and other information as required.

It is expected that the Account Manager will respond to OSA phone calls, emails, or text messages within two (2) hours of receipt, when received between the hours of 9 a.m. and 5 p.m. EST, Monday through Friday, with the exception of Federal Holidays. Messages received outside of the hours above should be responded to no later than 10 a.m. the following business day.

Vendor should list its Contract manager and his or her contact information below.

Contract Manager: James Maglione

Telephone Number: 714-390-1465

Fax Number: 800-991-2996 Addressed to: "Attn: InductiveHealth Informatics#3304"

Email Address: contracts@inductivehealth.com

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Heather White

Printed Name: Heather White

Title: Procurement Specialist, Senior

Date: 4/15/24

Vendor Name:

By: 

Printed Name: James Maglione

Title: Director of Contracts

Date: 03/27/2024

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) **Security Incident Reporting Requirements:** The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) **Breach Reporting Requirements:** Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction) of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

WV Office of
Name of Agency: Shared Administration

Signature: Heather White

Title: Procurement Specialist, Senior

Date: 4/15/24

Name of Vendor: InductiveHealth Informatics, LLC

Signature: [Handwritten Signature]

Title: Director of Contracts

Date: 3/25/2024

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: InductiveHealth Informatics, LLC

Name of Agency: WV Office of Shared Administration

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes
No
2. If yes to #1, does the restricted information include personal data?
Yes
No
3. If yes to #1, does the restricted information include non-public data?
Yes
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes
No
5. Provide name and email address for the Department privacy officer:
Name: _____
Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:
Name: Greg Smith
Email address: security@inductivehealth.com
Phone Number: 678-800-1261

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: WV Office of Shared Administration

Signature: Heather White

Title: Procurement Specialist, Senior

Date: 4/15/24

Name of Associate: InductiveHealth Informatics, LLC

Signature: James Maglione

Title: Director of Contracts

Date: 3/25/2024

Form - WVBA-012004
Amended 08.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
BY Patrick Morrisey
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: InductiveHealth Informatics, LLC

Name of Agency: WV DHHR

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Personal Identifiable Information – Any and all personal identifiable information including but not limited to patient name, address, date of birth, social security number, telephone number, and insurance information

Initial Year

Please make sure to completely fill all 4 sheets (Initial Year and Renewals 1-3) for your bid to be considered. Failure to complete all sheets will result in disqualification of submitted bid

INSTRUCTIONS: Pre-populated fields in red are billed based on actual monthly usage. The pre-populated data are not binding estimates but are used in comparing costs. **DO NOT CHANGE** Pre-Populated Data as this may result in disqualification of your bid. For your convenience, the TOTAL COST fields calculate your costs using a formula. You should validate the result before submitting your bid. If you get a different result than the pricing sheet, you may delete the formula and enter your own value in those fields.

Support categories listed are those categories utilized in the current contract and represent the minimum support the State anticipates will be required to successfully execute the contract. Vendors may add categories if they feel other support areas are necessary. **DO NOT DELETE** categories. If, based upon the requirements in this RFQ a vendor feels a category is unnecessary or that fewer hours of support in that category will be necessary, the vendor may reduce the number of hours used to calculate the monthly firm, fixed payment. The vendor is still responsible for meeting all of the requirements at the firm, fixed price quoted. Time and Material support will not be negotiated to increase the hours of service in a category that the vendor reduces below 80 hours/month. If the vendor feels that other categories of support are necessary to meet the RFQ requirements, they should add them to the cost table with a proposed hourly rate and the number of hours per month required. If altering the cost sheet in this manner, it is the vendor's responsibility to be sure that costs are calculating properly before submitting a bid.

SECTION 1

Fixed Fees (Monthly)

HOSTING + OPERATIONS + MAINTENANCE

Line 12		SaaS Integrated Disease Surveillance NBS
Line 13		eCR Operations & Maintenance
Line 14		ELR Integration and Operations
Line 15	ADDED	Read Replica Ops and Support

PER UNIT COST			
\$21,550.00			
\$11,575.00			
\$9,750.00			
\$808.00			

SUPPORT

960 Hours/year (80 hours/month) in each of the categories below is included as a fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 below.

Line 18		Project Lead – Data Migration and Support (NBS/WVEDSS)
Line 19		Project Lead – Electronic Case Reporting
Line 20		Data Integration Developer – Electronic Case Reporting
Line 21		Systems Analyst – Electronic Case Reporting
Line 22		Data Integration Developer – Electronic Laboratory Reporting
Line 23	ADDED	Systems Analyst – Electronic Case Reporting/Other
Line 24	ADDED	Read Replica Set up and Implementation

HOURLY RATE FOR EACH CATEGORY PROPOSED			
\$195.00			
\$195.00			
\$195.00			
\$140.00			
\$195.00			
\$140.00			
\$195.00			

Per Unit Fees (based on actual usage measured at the end of each month)

Line 33		User Accounts
Line 34		Reporting Facility Data Processing

PER UNIT COST			
\$250.00			
\$3,000.00			

SECTION 2

(T&M) Support

T&M SUPPORT

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month to the necessary categories.

T&M Support will be ordered through a Statement of Work procedure where the State and Vendor jointly outline the scope of work, vendor prepares a detailed, not to exceed price quote based on the estimated project duration and the hourly costs for the necessary service categories below, and a delivery order (DO) is issued if the State accepts the offer. Payments are based on the actual hours required to complete the SOW up to the original not to exceed estimate.

Line 47		Project Lead – Data Migration and Support (NBS/WVEDSS)
Line 48		Project Lead – Electronic Case Reporting
Line 49		Data Integration Developer – Electronic Case Reporting
Line 50		Systems Analyst – Electronic Case Reporting
Line 51		Data Integration Developer – Electronic Laboratory Reporting
Line 52		Onboarding Coordinator – Electronic Case Reporting Electronic Case Reporting
Line 53	ADDED	Systems Analyst – Electronic Case Reporting/Other

HOURLY RATE FOR EACH CATEGORY PROPOSED			
\$195.00			
\$195.00			
\$195.00			
\$140.00			
\$195.00			
\$140.00			
\$140.00			

SECTION 3

EMERGENCY ASSISTANCE

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract.

If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance," the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded.

Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

FOR COMPARISON PURPOSES ONLY, ENTER THE HOURLY RATE FOR EACH OF SIX CATEGORIES IN THE TABLE.

Line 70
Line 71
Line 72
Line 73
Line 74
Line 75

Project Lead -- Data Migration and Support (NBS/WVEDSS)	
Project Lead -- Electronic Case Reporting	
Data Integration Developer -- Electronic Case Reporting	
Systems Analyst -- Electronic Case Reporting	
Data Integration Developer -- Electronic Laboratory Reporting	
Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting	
TOTAL DAILY EMERGENCY ASSISTANCE RATE	

Daily Rate for Emergency Assistance NOTE: Rate is for up to 12 hours of assistance/day	Days of Emergency Assistance provided		
\$2,850.00			
\$2,850.00			
\$2,850.00			
\$2,100.00			
\$2,850.00			
\$2,100.00			
\$15,600.00			

NOTICE: The contract resulting from this procurement covers a single year with optional, annual renewals for three additional one year periods. There are four pricing sheets, one for the initial 12 month period and one each for the renewals. Bidders must complete all four Pricing Pages for your bid to be considered responsive. Option year pricing may include a price adjustment, not to exceed 2.5% of the previous years costs in each cost category.

Assumptions

- For purposes of "Ongoing Per Reporting Facility Data Processing", a Reporting Facility is defined based a unique MSH-4 value contained in the HL7 message. In the case of non-HL7 messages, a Reporting Facility is defined by the physical, secure connection to the trading partner.
- The required SAS and Orion Rhapsody licenses are provided by CDC or WVDHHR
- The required Rhapsody data integration licenses will be provided by WVDHHR
- All data collected in the execution of this contract is and remains the property of the State of WV. Any use of the data by the vendor is subject to the negotiation of a data use agreement. Data use agreement will only be granted for the use of aggregated and/or anonymized information and must provide protections that are equal to, or that exceed, the privacy protections required by HIPAA.
- If the vendor proposes a Reporting Facility Data Processing fee it must be assessed to the State, not to individual Reporting Facilities.

- ADDED NBS SaaS Includes up to 3500 facilities reporting electronically
- ADDED NBS SaaS Includes up to 325 Users
- ADDED NBS SaaS Includes Maintaining Current Reports
- ADDED USER ACCOUNTS - Each additional block of 25 Users beyond the included 325 users will incur an additional \$250 per month charge
- ADDED REPORTING FACILITIES - Each additional block of 250 facilities beyond the included 3500 facilities adds \$3000 per month charge
- ADDED REPORTING FACILITIES -One Time onboarding per fee of \$1,000 per ELR facility, New ELR facilities would fall into normal queue maintained by InductiveHealth
- ADDED

Renewal Year 1

Please make sure to completely fill all 4 sheets (Initial Year and Renewals 1-3) for your bid to be considered. Failure to complete all sheets will result in disqualification of submitted bid

INSTRUCTIONS: Pre-populated fields in red are billed based on actual monthly usage. The pre-populated data are not binding estimates but are used in comparing costs. **DO NOT CHANGE** Pre-Populated Data as this may result in disqualification of your bid.

For your convenience, the TOTAL COST fields calculate your costs using a formula. You should validate the result before submitting your bid. If you get a different result than the pricing sheet, you may delete the formula and enter your own value in those fields.

Support categories listed are those categories utilized in the current contract and represent the minimum support the State anticipates will be required to successfully execute the contract. Vendors may add categories if they feel other support areas are necessary. **DO NOT DELETE** categories. If, based upon the requirements in this RFQ a vendor feels a category is unnecessary or that fewer hours of support in that category will be necessary, the vendor may reduce the number of hours used to calculate the monthly firm, fixed payment. The vendor is still responsible for meeting all of the requirements at the firm, fixed price quoted. Time and Material support will not be negotiated to increase the hours of service in a category that the vendor reduces below 80 hours/month. If the vendor feels that other categories of support are necessary to meet the RFQ requirements, they should add them to the cost table with a proposed hourly rate and the number of hours per month required. If altering the cost sheet in this manner, it is the vendor's responsibility to be sure that costs are calculating properly before submitting a bid.

SECTION 1

Fixed Fees (Monthly)

HOSTING + OPERATIONS + MAINTENANCE

Line 12		SaaS Integrated Disease Surveillance NBS
Line 13		eCR Operations & Maintenance
Line 14		ELR Integration and Operations
Line 15	ADDED	Read Replica Ops and Support

PER UNIT COST			
\$22,628.00			
\$12,154.00			
\$10,238.00			
\$848.00			

SUPPORT

960 Hours/year (80 hours/month) in each of the categories below is included as a fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 below.

Line 18		Project Lead -- Data Migration and Support (NBS/WVEDSS)
Line 19		Project Lead -- Electronic Case Reporting
Line 20		Data Integration Developer -- Electronic Case Reporting
Line 21		Systems Analyst -- Electronic Case Reporting
Line 22		Data Integration Developer -- Electronic Laboratory Reporting
Line 23	ADDED	Systems Analyst -- Electronic Case Reporting/Other

HOURLY RATE FOR EACH CATEGORY PROPOSED			
\$205.00			
\$205.00			
\$205.00			
\$147.00			
\$205.00			
\$147.00			

Per Unit Fees (based on actual usage measured at the end of each month)

Line 33		User Accounts
Line 34		Reporting Facility Data Processing

PER UNIT COST			
\$263.00			
\$3,150.00			

SECTION 2

(T&M) Support

T&M SUPPORT

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month to the necessary categories.

T&M Support will be ordered through a Statement of Work procedure where the State and Vendor jointly outline the scope of work, vendor prepares a detailed, not to exceed price quote based on the estimated project duration and the hourly costs for the necessary service categories below, and a delivery order (DO) is issued if the State accepts the offer. Payments are based on the actual hours required to complete the SOW up to the original not to exceed estimate.

Line 47		Project Lead -- Data Migration and Support (NBS/WVEDSS)
Line 48		Project Lead -- Electronic Case Reporting
Line 49		Data Integration Developer -- Electronic Case Reporting
Line 50		Systems Analyst -- Electronic Case Reporting
Line 51		Data Integration Developer -- Electronic Laboratory Reporting
Line 52		Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting

HOURLY RATE FOR EACH CATEGORY PROPOSED			
\$205.00			
\$205.00			
\$205.00			
\$147.00			
\$205.00			
\$147.00			

SECTION 3

EMERGENCY ASSISTANCE

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract.

If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance," the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded.

Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

FOR COMPARISON PURPOSES ONLY, ENTER THE HOURLY RATE FOR EACH OF SIX CATEGORIES IN THE TABLE.

Line 70	Project Lead – Data Migration and Support (NBS/WVEDSS)
Line 71	Project Lead – Electronic Case Reporting
Line 72	Data Integration Developer – Electronic Case Reporting
Line 73	Systems Analyst – Electronic Case Reporting
Line 74	Data Integration Developer -- Electronic Laboratory Reporting
Line 75	Onboarding Coordinator – Electronic Case Reporting Electronic Case Reporting
	TOTAL DAILY EMERGENCY ASSISTANCE RATE

Daily Rate for Emergency Assistance NOTE: Rate is for up to 12 hours of assistance/day.	Days of Emergency Assistance provided		
\$2,993.00			
\$2,993.00			
\$2,993.00			
\$2,205.00			
\$2,993.00			
\$2,205.00			
\$16,382.00			

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Assumptions

1. For purposes of "Ongoing Per Reporting Facility Data Processing", a Reporting Facility is defined based a unique MSH-4 value contained in the HL7 message. In the case of non-HL7 messages, a Reporting Facility is defined by the physical, secure connection to the trading partner.
 2. The required SAS and Orion Rhapsody licenses are provided by CDC or WVDHHR
 3. The required Rhapsody data integration licenses will be provided by WVDHHR
 4. All data collected in the execution of this contract is and remains the property of the State of WV. Any use of the data by the vendor is subject to the negotiation of a data use agreement. Data use agreement will only be granted for the use of aggregated and/or anonymized information and must provide protections that are equal to, or that exceed, the privacy protections required by HIPAA.
 5. If the vendor proposes a Reporting Facility Data Processing fee it must be assessed to the State, not to individual Reporting Facilities.
- ADDED NBS SaaS Includes up to 3500 facilities reporting electronically
- ADDED NBS SaaS Includes up to 325 Users
- ADDED NBS SaaS Includes Maintaining Current Reports
- ADDED USER ACCOUNTS - Each additional block of 25 Users beyond the included 325 users will incur an additional \$250 per month charge
- ADDED REPORTING FACILITIES - Each additional block of 250 facilities beyond the included 3500 facilities adds \$3000 per month charge
- ADDED REPORTING FACILITIES -One Time onboarding per fee of \$1,000 per ELR facility, New ELR facilities would fall into normal queue maintained by InductiveHealth
- ADDED

Renewal Year 2

Please make sure to completely fill all 4 sheets (Initial Year and Renewals 1-3) for your bid to be considered. Failure to complete all sheets will result in disqualification of submitted bid

INSTRUCTIONS: Pre-populated fields in red are billed based on actual monthly usage. The pre-populated data are not binding estimates but are used in comparing costs. **DO NOT CHANGE** Pre-Populated Data as this may result in disqualification of your bid.

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Support categories listed are those categories utilized in the current contract and represent the minimum support the State anticipates will be required to successfully execute the contract. Vendors may add categories if they feel other support areas are necessary. **DO NOT DELETE** categories. If, based upon the requirements in this RFQ a vendor feels a category is unnecessary or that fewer hours of support in that category will be necessary, the vendor may reduce the number of hours used to calculate the monthly firm, fixed payment. The vendor is still responsible for meeting all of the requirements at the firm, fixed price quoted. Time and Material support will not be negotiated to increase the hours of service in a category that the vendor reduces below 80 hours/month. If the vendor feels that other categories of support are necessary to meet the RFQ requirements, they should add them to the cost table with a proposed hourly rate and the number of hours per month required. If altering the cost sheet in this manner, it is the vendor's responsibility to be sure that costs are calculating properly before submitting a bid.

SECTION 1

Fixed Fees (Monthly)

HOSTING + OPERATIONS + MAINTENANCE

Line 12		SaaS Integrated Disease Surveillance NBS
Line 13		eCR Operations & Maintenance
Line 14		ELR Integration and Operations
Line 15	ADDED	Read Replica Ops and Support

PER UNIT COST			
\$23,759.00			
\$12,762.00			
\$10,750.00			
\$890.00			

SUPPORT

960 Hours/year (80 hours/month) in each of the categories below is included as a fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 below.

Line 18		Project Lead -- Data Migration and Support (NBS/WVEDSS)
Line 19		Project Lead -- Electronic Case Reporting
Line 20		Data Integration Developer -- Electronic Case Reporting
Line 21		Systems Analyst -- Electronic Case Reporting
Line 22		Data Integration Developer -- Electronic Laboratory Reporting
Line 23	ADDED	Systems Analyst -- Electronic Case Reporting/Other

HOURLY RATE FOR EACH CATEGORY PROPOSED			
\$215.00			
\$215.00			
\$215.00			
\$154.00			
\$215.00			
\$154.00			

Per Unit Fees (based on actual usage measured at the end of each month)

Line 33		User Accounts
Line 34		Reporting Facility Data Processing

PER UNIT COST			
\$276.00			
\$3,308.00			

SECTION 2

(T&M) Support

T&M SUPPORT

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month to the necessary categories.

T&M Support will be ordered through a Statement of Work procedure where the State and Vendor jointly outline the scope of work, vendor prepares a detailed, not to exceed price quote based on the estimated project duration and the hourly costs for the necessary service categories below, and a delivery order (DO) is issued if the State accepts the offer. Payments are based on the actual hours required to complete the SOW up to the original not to exceed estimate.

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Line 48		Project Lead -- Electronic Case Reporting
Line 49		Data Integration Developer -- Electronic Case Reporting
Line 50		Systems Analyst -- Electronic Case Reporting
Line 51		Data Integration Developer -- Electronic Laboratory Reporting
Line 52		Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting

HOURLY RATE FOR EACH CATEGORY PROPOSED			
\$215.00			
\$215.00			
\$215.00			
\$154.00			
\$215.00			
\$154.00			

SECTION 3

EMERGENCY ASSISTANCE

Emergency Assistance may be utilized for a period of up to 120 hours for each category of service listed below, over a period of 10 calendar days. Emergency Assistance is only to be used in response to a government declared public health emergency to provide for rapid response to changing surveillance and reporting requirements to deal with the emergency. Leveraging Emergency Assistance will allow the State to immediately respond to the emergency while scoping and preparing one or more statements of work under the T&M Support procedures of the contract.

If Emergency Assistance is requested the State and the Vendor will determine which service categories will be utilized. Once Service Categories are determined, Emergency Assistance must be priced at the daily rate for each service category to be utilized in the table below and will be billed at the Emergency Assistance daily rate (the sum of the Emergency Assistance Daily Rates agreed upon in the table). Invoice must include the description "Emergency Assistance," the number of days of assistance provided (not to exceed 10) and the extended price (unit price X days). Emergency Assistance will be in effect for the shorter of 10 days, or the amount of time required to execute a deliver order for Time and Material Support, or until the Public Health Emergency is rescinded.

Decisions to request and to terminate Emergency Assistance rest solely with the State of WV. Declaration of a Public Health Emergency by State or Federal Officials does not automatically trigger this provision nor does a declaration that the emergency has ended terminate them.

FOR COMPARISON PURPOSES ONLY, ENTER THE HOURLY RATE FOR EACH OF SIX CATEGORIES IN THE TABLE.

Line 70	Project Lead – Data Migration and Support (NBS/WVEDSS)
Line 71	Project Lead – Electronic Case Reporting
Line 72	Data Integration Developer – Electronic Case Reporting
Line 73	Systems Analyst -- Electronic Case Reporting
Line 74	Data Integration Developer -- Electronic Laboratory Reporting
Line 75	Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting
TOTAL DAILY EMERGENCY ASSISTANCE RATE	

Daily Rate for Emergency Assistance NOTE: Rate is for up to 12 hours of assistance/day.			
\$3,143.00			
\$3,143.00			
\$3,143.00			
\$2,315.00			
\$3,143.00			
\$2,315.00			
\$17,202.00			

NOTICE: The contract resulting from this procurement covers a single year with optional, annual renewals for three additional one year periods. There are four pricing sheets, one for the initial 12 month period and one each for the renewals. Bidders must complete all four Pricing Pages for your bid to be considered responsive. Option year pricing may include a price adjustment, not to exceed 2.5% of the previous years costs in each cost category.

Assumptions

- For purposes of "Ongoing Per Reporting Facility Data Processing", a Reporting Facility is defined based a unique MSH-4 value contained in the HL7 message. In the case of non-HL7 messages, a Reporting Facility is defined by the physical, secure connection to the trading partner.
 - The required SAS and Orion Rhapsody licenses are provided by CDC or WVDHHR
 - The required Rhapsody data integration licenses will be provided by WVDHHR
 - All data collected in the execution of this contract is and remains the property of the State of WV. Any use of the data by the vendor is subject to the negotiation of a data use agreement. Data use agreement will only be granted for the use of aggregated and/or anonymized information and must provide protections that are equal to, or that exceed, the privacy protections required by HIPAA.
 - If the vendor proposes a Reporting Facility Data Processing fee it must be assessed to the State, not to individual Reporting Facilities.
- ADDED NBS SaaS Includes up to 3500 facilities reporting electronically
- ADDED NBS SaaS Includes up to 325 Users
- ADDED NBS SaaS Includes Maintaining Current Reports
- ADDED USER ACCOUNTS - Each additional block of 25 Users beyond the included 325 users will incur an additional \$250 per month charge
- ADDED REPORTING FACILITIES - Each additional block of 250 facilities beyond the included 3500 facilities adds \$3000 per month charge
- ADDED REPORTING FACILITIES -One Time onboarding per fee of \$1,000 per ELR facility. New ELR facilities would fall into normal queue maintained by InductiveHealth

Renewal Year 3

Please make sure to completely fill all 4 sheets (Initial Year and Renewals 1-3) for your bid to be considered. Failure to complete all sheets will result in disqualification of submitted bid

INSTRUCTIONS: Pre-populated fields in red are billed based on actual monthly usage. The pre-populated data are not binding estimates but are used in comparing costs. **DO NOT CHANGE** Pre-Populated Data as this may result in disqualification of your bid.

For your convenience, the TOTAL COST fields calculate your costs using a formula. You should validate the result before submitting your bid. If you get a different result than the pricing sheet, you may delete the formula and enter your own value in those fields.

Support categories listed are those categories utilized in the current contract and represent the minimum support the State anticipates will be required to successfully execute the contract. Vendors may add categories if they feel other support areas are necessary. **DO NOT DELETE** categories. If, based upon the requirements in this RFQ a vendor feels a category is unnecessary or that fewer hours of support in that category will be necessary, the vendor may reduce the number of hours used to calculate the monthly firm, fixed payment. The vendor is still responsible for meeting all of the requirements at the firm, fixed price quoted. Time and Material support will not be negotiated to increase the hours of service in a category that the vendor reduces below 80 hours/month. If the vendor feels that other categories of support are necessary to meet the RFQ requirements, they should add them to the cost table with a proposed hourly rate and the number of hours per month required. If altering the cost sheet in this manner, it is the vendor's responsibility to be sure that costs are calculating properly before submitting a bid.

SECTION 1

Fixed Fees (Monthly)

HOSTING + OPERATIONS + MAINTENANCE

Line	Description	PER UNIT COST			
Line 12	SaaS Integrated Disease Surveillance NBS	\$24,947.00			
Line 13	eCR Operations & Maintenance	\$13,400.00			
Line 14	ELR Integration and Operations	\$11,288.00			
Line 15	ADDED Read Replica Ops and Support	\$935.00			

SUPPORT

960 Hours/year (80 hours/month) in each of the categories below is included as a fixed fee and billed on a monthly basis. Unmet needs, if any, may be negotiated by the State and Vendor and fulfilled as T&M Support or Emergency Assistance as detailed in Sections 2 and 3 below.

Line	Description	HOURLY RATE FOR EACH CATEGORY PROPOSED			
Line 18	Project Lead -- Data Migration and Support (NBS/WVEDSS)	\$226.00			
Line 19	Project Lead -- Electronic Case Reporting	\$226.00			
Line 20	Data Integration Developer -- Electronic Case Reporting	\$226.00			
Line 21	Systems Analyst -- Electronic Case Reporting	\$162.00			
Line 22	Data Integration Developer -- Electronic Laboratory Reporting	\$226.00			
Line 23	ADDED Systems Analyst -- Electronic Case Reporting/Other	\$162.00			

Per Unit Fees (based on actual usage measured at the end of each month)

Line	Description	PER UNIT COST			
Line 33	User Accounts	\$290.00			
Line 34	Reporting Facility Data Processing	\$3,473.00			

SECTION 2

(T&M) Support

T&M SUPPORT

T&M Support may be utilized if there are unmet needs after the monthly allotment of 80 hours in any category has been exceeded. T&M Support may also be utilized for special projects such as adding reporting categories, enhancing a feature, etc.). If the State identifies the purpose of the SOW as SURGE SUPPORT vendor must agree to provide up to 80 hours per month to the necessary categories.

T&M Support will be ordered through a Statement of Work procedure where the State and Vendor jointly outline the scope of work, vendor prepares a detailed, not to exceed price quote based on the estimated project duration and the hourly costs for the necessary service categories below, and a delivery order (DO) is issued if the State accepts the offer. Payments are based on the actual hours required to complete the SOW up to the original not to exceed estimate.

Line	Description	HOURLY RATE FOR EACH CATEGORY PROPOSED			
Line 47	Project Lead -- Data Migration and Support (NBS/WVEDSS)	\$226.00			
Line 48	Project Lead -- Electronic Case Reporting	\$226.00			
Line 49	Data Integration Developer -- Electronic Case Reporting	\$226.00			
Line 50	Systems Analyst -- Electronic Case Reporting	\$162.00			
Line 51	Data Integration Developer -- Electronic Laboratory Reporting	\$226.00			
Line 52	Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting	\$162.00			

SECTION 3

EMERGENCY ASSISTANCE

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Daily Rate for Emergency Assistance NOTE: Rate is for up to 12 hours of assistance/day.			
\$3,300.00			
\$3,300.00			
\$3,300.00			
\$2,431.00			
\$3,300.00			
\$2,431.00			
TOTAL DAILY EMERGENCY ASSISTANCE RATE	\$18,062.00		

Line 70	Project Lead -- Data Migration and Support (NBS/WVEDSS)
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Line 73	Systems Analyst -- Electronic Case Reporting
Line 74	Data Integration Developer -- Electronic Laboratory Reporting
Line 75	Onboarding Coordinator -- Electronic Case Reporting Electronic Case Reporting

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Assumptions	<ol style="list-style-type: none"> For purposes of "Ongoing Per Reporting Facility Data Processing", a Reporting Facility is defined based a unique MSH-4 value contained in the HL7 message. In the case of non-HL7 messages, a Reporting Facility is defined by the physical, secure connection to the trading partner. The required SAS and Orion Rhapsody licenses are provided by CDC or WVDHHR The required Rhapsody data integration licenses will be provided by WVDHHR All data collected in the execution of this contract is and remains the property of the State of WV. Any use of the data by the vendor is subject to the negotiation of a data use agreement. Data use agreement will only be granted for the use of aggregated and/or anonymized information and must provide protections that are equal to, or that exceed, the privacy protections required by HIPAA. If the vendor proposes a Reporting Facility Data Processing fee it must be assessed to the State, not to individual Reporting Facilities.
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ADDED	InductiveHealth